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9 Attorneys for Plaintiff and the Class

10 IN THE UNITED STATES DISTRICT COURT

11 THE NORTHERN DISTRICT OF CALIFORNIA

12  
13 MOUANG SAECHAO, individually and on  
behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 LANDRY'S, INC., a Delaware corporation, and  
17 McCORMICK & SCHMICK RESTAURANT  
CORP, a Delaware corporation,

18 Defendants.  
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Case No. 3:15-CV-00815-WHA

**STIPULATED FINAL JUDGMENT AND  
~~PROPOSED~~ ORDER**

Complaint filed: February 23, 2015

By Order dated August 19, 2016 (Dkt. No. 149), the Court granted final approval of the Parties' class action settlement and settlement under the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code § 2698 *et seq.* See Dkt. No. 141, Ex. A (the "Settlement" or the "Settlement Agreement"). The Parties hereby stipulate that judgment be entered as follows:

1. This Judgment incorporates the terms of the Settlement, as modified by the Court's Order Granting in Part and Denying in Part Plaintiff's Motion for Class Certification (Dkt. Nos. 98 and 121) and Order Granting Final Approval (Dkt. No. 149), by reference, and all terms defined in the Settlement shall have the same meaning when used in this Judgment as they do in the Settlement.

2. The Court certified the following classes (*see* Dkt. No. 98, entered 3/15/16, as amended 4/7/15, Dkt. No. 121):

- **Meal Period Class:** All hourly, non-exempt employees and former employees at Spenger's Fresh Fish Grotto in Berkeley, California, who signed a meal-break waiver, who worked a shift of more than five hours but no more than six hours, who were not provided with an off-duty meal break of at least thirty minutes, and who were not paid premium pay for said un-provided meal break in accordance with Sections 226.7 and 512 of the California Labor Code and Paragraph 11 of IWC Wage Order No. 5-2001 from February 23, 2011, up to February 23, 2015.
- **Rest Period Class:** All hourly, non-exempt employees and former employees at Spenger's, who worked a shift of at least three and one half hours in length who were not provided with at least one ten-minute, off-duty rest break for every four hours worked or major fraction thereof, and who were not paid premium pay for said un-provided rest break in accordance with Section 226.7 of the California Labor Code and Paragraph 12 of IWC Wage Order No. 5-2001 from February 23, 2011, up to February 23, 2015.
- **Split Shift Class:** All hourly, non-exempt employees and former employees at Spenger's who worked multiple shifts in a single day separated by more than sixty minutes but not more than ninety minutes who were not paid premium pay for said split shifts in accordance with Paragraph 4(C) of IWC Wage Order No. 5-2001 from February 23, 2011, up to February 23, 2015.
- **Waiting Time Class:** All hourly, non-exempt former employees at Spenger's who resigned or were terminated between February 23, 2012, and February 23, 2015, and who are members of the meal-break, rest-break, and/or split shift classes.
- **Wage Statement Class:** All hourly, non-exempt employees and former employees at Spenger's who received live checks from Spenger's that did not include the name and address of McCormick & Schmick Restaurant Corporation on a detachable form from February 23, 2014, up to February 23, 2015.

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3. Upon the Effective Date of the Settlement, all Settlement Class Members identified in Exhibit A to the Declaration of Jarrod Salinas in Support of Judgment, filed herewith and attached to this Stipulation as Exhibit 1 (the “Salinas Declaration”)(*i.e.*, all individuals encompassed by the above class definitions, except those expressly excluded as stated in paragraphs 4 and 5 below), shall have fully and finally released and discharged all Claims<sup>1</sup> pursuant to Paragraph C.20 of the Settlement Agreement.

4. As set forth in the Salinas Declaration, the following individuals timely and validly requested to be excluded from the Settlement Class and are therefore not included in or bound by this Judgment: Stephanie Brown and Kevin Fortenberry. *See* Exhibit A, Salinas Declaration at ¶2. These individuals are not entitled to any recovery from the Settlement Fund; nor have they released any claims or potential claims against Defendant in connection with the Settlement.

5. As set forth in the Salinas Declaration, Class Notice could not be delivered to the following individuals: Felton Chance, Bounleua Phrasavath, Sherri Rowton, Matthew McGee, and Lonzell Walton. *See* Exhibit A, Salinas Declaration at ¶3. Accordingly, these individuals are not included in or bound by this Judgment. They are not entitled to any recovery from the Settlement Fund; nor have they released any claims or potential claims against Defendant in connection with the Settlement.

6. The Claims are dismissed with prejudice and the Court enters Judgment pursuant to Federal Rule of Civil Procedure 58.

7. Except as otherwise specifically provided in the Settlement and Final Approval Order, each party shall bear its own fees and costs.

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<sup>1</sup> “Claims” as defined by the Settlement (¶ B.1) means “(a) all claims the Court certified in its March 15, 2016 order, as amended on April 7, 2016, and (b) all claims by Class Members for PAGA penalties arising out of the allegations in the first amended complaint filed March 26, 2015.”

8. Without affecting the finality of this Judgment, the Parties agree that the Court retains continuing and exclusive jurisdiction over the implementation of the Settlement and distribution of funds to Class Members and over all Parties until all acts required by the Settlement Agreement have been performed. The Court additionally retains exclusive jurisdiction over the parties to enforce the terms of the Settlement.

IT IS SO STIPULATED.

Dated: August 31, 2016

COHORN LAW

By: /s/ Cari A. Cohorn  
Cari A. Cohorn  
Attorneys for Plaintiff and the Class

Dated: August 31, 2016

DAVIS WRIGHT TREMAINE LLP

By: /s/ Tracy Thompson  
Tracy Thompson  
Attorneys for Defendant  
McCormick & Schmick Restaurant Corp.

~~**PROPOSED**~~ **ORDER**

Pursuant to Stipulation of the parties, JUDGMENT IS HEREBY ENTERED ON THE TERMS SET FORTH ABOVE.

IT IS SO ORDERED.

Dated: September 7, 2016.

  
The Honorable William Alsup  
United States District Court Judge

## **EXHIBIT 1**

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9 Attorneys For Plaintiff  
MOUANG SAECHAO

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12 IN THE UNITED STATES DISTRICT COURT  
13 THE NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 MOUANG SAECHAO, individually and on  
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 LANDRY'S, INC., a Delaware corporation,  
20 and McCORMICK & SCHMICK  
RESTAURANT CORP,

21 Defendants.

Case No. 3:15-cv-00815-WHA  
[Assigned to the Honorable William H. Alsup]

**DECLARATION OF JARROD SALINAS  
IN SUPPORT OF JUDGMENT**

1 I, Jarrod Salinas, declare as follows:

2 1. I am a Case Manager with Simpluris, Inc. In that capacity, I was responsible for  
3 all matters pertaining to the administration of the class action settlement of this case, including  
4 the mailing of the Class Notice and the receipt of opt-outs. The following facts are within my  
5 personal knowledge and, if called as a witness, I could testify competently with respect thereto.

6 2. The following persons are the only Class Members who timely and validly opted  
7 out of the Settlement: Stephanie Brown and Kevin Fortenberry.

8 3. Simpluris was not able to deliver the Class Notice to the following Class  
9 Members: Felton Chance, Bounleua Phrasavath, Sherri Rowton, Matthew McGee, and Lonzell  
10 Walton.

11 4. Attached hereto as Exhibit A is a true, complete and correct list of all Class  
12 Members to whom Class Notices were delivered and who did not timely and validly opt out of  
13 the Settlement.

14 I declare under penalty of perjury under the laws of the State of California and the United  
15 States; executed this 31<sup>st</sup> day of August 2016, at Costa Mesa, California.

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Jarrod Salinas  
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# **EXHIBIT A**



## Class Members bound by Judgment

LastName	FirstName
Abughosh	Carmen
Alesna	Jacob
Alston	Jazmin
Alvarez Olivera	Silvia
Amaro	Viridiana
Arayaselessie	Selome
Atsaphanthong	Ponochanh B
Aubrey	Luquan
Augustus	Sean
Bailey	Ralph
Barragan	Andres
Basnet	Suraksha
Bejarano	Octavio
Blair	Donita
Blanchard	Dayana
Bolibol	Ferdinand
Bonilla	Yimi
Boutte	Frederick
Briggs	Tinia
Brooks Kakos	Aquanetta
Carlson	Michelle
Casimiro	Rodulfo
Castillo	Edward
Cezario	Christie
Chrisman	Christina
Cisneros Garcia	Apolinar
Clark	Emily
Connor	Ryan
Coogan	Chris
Cortez	Amanda C
Crowder	Timothy
Curie	Donovan
Cush	Zachary
Damo	Garen
Dangelo	Lorraine
De Palma	Brian
Del Cid	Janell
Delcid	Carlos

Dennis	Aaron
Dicker	Saskia
Diestra	Ruben
Douglas	Phil
Dowell	Donnell
Dowling	Patrick
Dunbar	Ashley
Dunbar	Courtney
Duran	Carlos
Ellison	Gino
Escalera Pasillas	Cesar
Estrada	Fernando
Ferguson Mealley	Jonathan
Filoteo	Leopoldo
Finnegan	Hannah
Fitzsimons	Christopher
Flores	Carlos
Foote	Sandra
Fox Calderon	Pilar
Fraas	Karin
Gancheff	Jennifer
Garavito	Alma
Garbarino	Ashley
Garcia	Gilberto
Garcia	Hector I
Garcia	Rafael
Gately	Barbara
Getty	Andrea
Getty	Linda
Goldstein	Hana
Gomes	Elizabeth Fosty
Gomez Cardona	Melquis and Mauricio
Haack	Phillip
Hassan	Hanier
Hayes	Neil
Henriquez	Gonzalo
Henriquez	Yoni
Hildreth	Jeff H
Holmes	Theodore J
Hopkins	John
Horton	Brianna

Howard	Amanda
Huynh	Jimmy
Jamison	Margaret
Jimenez	Arnulfo
Jimenez	Catalina
Johnson	Adam
Johnson	Christine
Jones	Dreamius
Jurachich	Jessica Tess
Kairn	Carey
Kangas	Koni
Ke	Lorraine
Kessler	Laura
Keys	Breanna
Kilcrease	Kayla
Kirk	Allison
Labe	James
Land	Stevey
Lara	Daniel
Laugel	Geoffrey
Lehman	Joni
Lehr	Christopher
Leonard	Clayton
Limary	Leilani
Lindstrom	Aaron
Lipski	Jonathon
Luangrath	Eric
Macaraeg	Rogelio
Mackey	Daniel
Manandhar	Yudheer
Manfre	Stephanie
Manoupthath	Anne
Marshall	Diana
Martin	Skye
Mateos	George
Maxim	M Lisa
Mcburnie	Shannon
Mccabe	John
Mcclendon	Leandrius
Mcdowell	Keith
Mcintyre	Joseph

Mendoza	Roger
Meza	Alonso
Meza	Daniel
Miller	Maxfield
Miller	Wendy
Mitchell	Maudelle
Mitchell	Tashell
Mobley	Ronald
Montano	Damian
Montano	Trinidad
Montgomery	Louis
Motter	Katie
Muzaffar	Rumeena
Mymala	Khamseng
Orejudos	Donald
Ortega	Vanessa
Osorio	Leonell
Pamute	Allan
Pappa	Katherine
Pare Jr	Modesto
Parham	Levon
Parker	Joel
Pasillas	Daniel
Pellow	Stacy
Perez Bibiano	Tomas
Persons Jr	Rickey
Peterson	Mitchell
Phaphonxay	Lily
Phat	Chansamone
Phrasavath	Kevin
Pineda	Manuel
Proski	Ashley
Rader	Trevor
Ray	James
Recinos	Rigoberto
Rhys	Derek
Richards	Gable
Rivera	Nicolas
Robinson	Arestes
Rockett	Danielle
Rodriguez	Juan

Rodriguez Lopez	Alfonso
Roeder	Steve
Rosas	Arturo
Ruma	Dominic
Sabino Trifito	Bardales
Saechao	David
Saechao	Mouang
Salazar	Fernando
Salazar	Ruben
Salinas	Norma
Sanchez	Nixon
Scavo	Veronica
Shapiro	Braxton
Shearer	Lucas
Sibrian	Henry
Simms	Phillip
Singh	Ranjeeta
Soto	Eddy
Spoden	Sarah
Srisayat	Lisa
Stahl	Jeffrey
Standley	Cadence
Stenquist	Emily
Stetco	Anamaria
Talavera	Mario
Tocol	Ruel
Toettcher	Alex
Tramble	Wesley
Upshur	Keyanna
Valdez	Angel
Valencia	Patricia
Valenzuela	Carolina
Van Hook	Marcus
Vergara	Nayeri
Washington	Larry
Watson	Sean
Webster	Jason
Wells	Ericka
Williams	Monique
Williams	Sombryn
Wilson	Bianca

Wise	Paul
Woods	Kendra
Worley	Mary
Ybanez	Ricardo
Young	Clemon
Zarate Serrano	German
Zdybel	Brad